

Thermo Fisher Scientific
"VeritiPro Contest"

Official Contest Rules

1. Void where prohibited or restricted by law.
2. Contest begins at **12:00:00 AM (ET)** on Monday, January 13, 2025 and ends at **11:59:59 PM (ET)** on Monday, March 17, 2025 (the "Contest Period").
3. The "VeritiPro Contest" ("Contest") is sponsored by Thermo Fisher Scientific Inc., 81 Wyman Street, Waltham, Massachusetts ("Sponsor").
4. **ELIGIBILITY:**
 - a. **If you are entering the Contest as an employee on behalf of your employer or as a contractor or agent of another third party, these Official Rules are binding on you, individually, and/or on your employer/the third party you represent.**
 - b. **You represent and warrant that:**
 - i. your receipt of the prize will not violate any laws;
 - ii. you are not a "Healthcare Professional" as defined under the AdvaMed Code of Ethics on Interactions with Health Care Professionals, or a "Health Care Practitioner" as defined in the Code of Massachusetts Regulations, 105 C.M.R. Part 970, or a "Health Care Provider" as defined under 18 V.S.A. § 4631;
 - iii. you are not a government official prohibited **from disclosing your work** and **winning recognition OR receiving gifts equal to the prize value** of the VeritiPro Thermal Cycler device
 - iv. you are not, either personally or professionally, directly or through members of your household or relatives, negotiating a business or contractual relationship with, have any arrangement concerning prospective employment, or have any financial interest whatsoever in Sponsor or its subsidiaries that could result in a conflict of interest or loss of impartiality;
 - v. you are acting within the scope of your employment or duties, as an employee, contractor, or agent of another party, as applicable; and
 - vi. your employer or company has full knowledge of your actions; and
 - vii. your employer or company has consented to your participation in the Contest, including your potential receipt of a prize **and the disclosure and potential publication of you and your work as a winner of the Contest;**
 - viii. your actions do not violate your employer's or company's policies and procedures;
 - ix. if you are entering the Contest as an employee on behalf of your employer or as a contractor or agent of another third party, these representations and warranties are true for your employer/the third party you represent.

If any of the above representations and warranties is FALSE – you are not eligible to participate in this Contest.

- c. Participation is open only to [**life science professionals OR legal residents**] 21 years or older in the **United States (excluding Puerto Rico), Canada (excluding Quebec).**
 - d. Employees, officers and directors of Sponsor or its affiliated companies or trusted service providers and their respective agencies (advertising, promotion or fulfillment) or legal advisors, and any immediate family members and persons living in the same household of any of the above stated persons are not eligible to enter or to win.
 - e. Sponsor reserves the right to confirm compliance with all eligibility requirements
 - f. Employees, officers and directors of Sponsor or its affiliated companies or trusted service providers and their respective agencies (advertising, promotion or fulfillment) or legal advisors, and any immediate family members and persons living in the same household of any of the above stated persons are not eligible to enter or to win.
 - g. Individuals or employees of any agency, group or department receiving reimbursement under any federal healthcare program are not eligible to enter or win.
5. **HOW TO ENTER.** Complete all fields of the online registration form at www.thermofisher.com/winveritipro (the "Registration Form") and complete details requested on the form for the selection process.
- a. About uploading the Submission to our website:
 - i. Delete all non-essential and/or proprietary information files from the Submission.
 - ii. Provide details of the following on the webform-
 - Description of the projects that will use the VeritiPro Thermal Cycler device
 - Why the lab needs a free VeritiPro Thermal Cycler device
 - Relevance and innovation of projects
 - b. By participating in this Contest, you are providing your personal and other information in the Registration Form and the Entry Submission to Sponsor and your consent to all uses of your information as described below.

- c. **Limit one (1) entry per person or valid email address.** If any question arises, an entry shall be attributed to the proper holder/owner of the email account used to submit the Registration Form. **Duplicate entries will be disqualified. Any entry received with incomplete or illegible information will be deemed null and void and the sender will not be entered into the Contest.**
6. **QUALIFIED ENTRIES:** Any entry received with incomplete, corrupted or illegible information will be deemed null, void and invalid. To be qualified for the Contest:
- You must complete the entire Registration Form; and you must make a submission that: (a) that includes (i) Description of the projects that will use the VeritiPro Thermal Cycler device; (ii) Why the lab needs a free VeritiPro Thermal Cycler device; (iii) Relevance and innovation of projects – what impact does this project have in driving a certain innovation or solution ; (b) is wholly owned by you and is your original work, not copied from any other source; (c) has not been previously broadcast or otherwise distributed or disseminated in any media or format; (d) is not in the public domain; (e) is not in violation of or in conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity; (f) does not include any language or content that is, in Sponsor’s sole discretion, indecent, inappropriate or morally objectionable, or that is derogatory or disparaging. If the submitted application contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the application, any and all releases and consents necessary to permit the exhibition and use of the application submission in the manner set forth in these Official Rules without any compensation. Applications not satisfying this criteria in any respect will be disqualified.
 - If Sponsor, in its sole discretion, has reason to believe than any entry contains any material that may infringe or violate any law or any rights of a third party, or that the use or broadcast or such entry may infringe or violate any law or any rights of a third party, the Sponsor may immediately disqualify such entry and take any other measures the Sponsor may deem appropriate.
 - To be a valid, all entries must be received by Sponsor no later than 11:59:59 PM (ET) on 3/17/2025.** Sponsor will not confirm eligibility, receipt or validity of any entry and no entry will be returned to entrants.
 - ENTRY DISCLAIMER:** Sponsor shall not be responsible or liable for incomplete, illegible, misdirected or invalid entries due to transmission errors or corrupted data files or e-mails, including without implied limitation, problems with local or remote hardware, local area or internet connectivity, e-mail servers, firewalls, virus protection software or hardware devices, software monitoring or prevention tools, or any other method used by any party directly or indirectly involved in the transmission or transference of e-mails or monitoring, protecting and otherwise preventing the improper use of computers, networking devices and/or any electronic communication devices.
7. **PRIZE(S).**
- Sponsor may award 1 Applied Biosystems VeritiPro Thermal Cycler Device (A48141) to selected winner through the technical sales specialist responsible for that customer. Sponsor reserves the right not to award any prize(s) if other restrictions apply.
 - Qualified entrants may win one of the following prizes:
 - At the end of the Contest Period each winner will receive Applied Biosystems VeritiPro Thermal Cycler Device (A48141) device with an approximate retail value of \$US \$10,820.
 - All prizes come with the manufacturer’s standard warranty as described in the prize user documentation. NEITHER SPONSOR NOR ANY OF ITS SUBSIDIARIES, AGENTS OR REPRESENTATIVES NOR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR OTHER AFFILIATES (“Thermo Fisher Affiliates”) MAKES ANY WARRANTY OR REPRESENTATION WHATSOEVER RELATIVE TO THE QUALITY, CONDITION, FITNESS OR MERCHANTABILITY OF ANY ASPECT OF THE PRIZES.**
 - All prizes are non-transferable and cannot be exchanged for cash or discounts on products.
 - Sponsor reserves the right to substitute any prize listed for one of equal or greater value in the event a prize is unavailable.
 - Winners are solely responsible for all income and other taxes and other charges due on prizes. **All winners should seek independent advice regarding eligibility, tax and other liabilities associated with winning a prize.**
 - Sponsor is not responsible for any additional costs, charges or fees incurred by winners to receive or use the prizes, including but not limited to costs associated with accessories, internet access, and/or any monthly service fees.
 - Sponsor and/or its affiliates shall not be responsible for any reason or event that might result in a prize not reaching a winner and no prize will be replaced.
8. **SELECTION AND NOTIFYING A WINNER**
- Judging and Criteria:**
 - Sponsor may select one or more Product Managers to serve as Contest judge(s) (the “**Judge(s)**”) from time to time and at its sole discretion. Judging will commence on 3/19/2025 and all winners will be selected on or before 4/15/2025.
 - The Judge(s) judges will evaluate each entry and award up to the maximum number of points listed in each of the following categories:
 - Description of the projects that will use the VeritiPro Thermal Cycler Device (5 points)
 - Why the lab needs a free VeritiPro Thermal Cycler device (5 points)
 - Relevance and innovation of projects (10 points)

- b. **Scoring:** The qualified entry with the highest total score will be deemed the winner. In the event of a tie, the Entry Submissions involved in the tie will be re-judged by an additional judge who will serve as a tiebreaker and who will evaluate the Entry Submission using the same criteria specified above.
 - c. The decision of the Judges shall be final and binding, and not subject to legal recourse.
 - d. Winning is contingent upon complying with all terms and conditions set forth in these Rules.
 - e. Winners will be notified using the phone number and email address provided on their Registration Form through a sales representative. Sponsor shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners. An invalid phone number or email address that is returned as “undeliverable” will not be contacted again and an alternate winner will immediately be awarded to the Entry Submission that received the next highest score. This action will be final.
 - f. **Within 14 days of notification, all winners must:**
 - i. acknowledge/claim prize; and
 - ii. provide Sponsor with a valid form of personal identification; and
 - iii. sign and return to Sponsor a release of liability, declaration of eligibility and where lawful, publicity consent agreement for the use of winner’s name, Survey responses, voice and/or likeness for the purpose of advertising, trade, or promotion without further compensation, unless prohibited by law.
 - iv. **Failure to complete the above tasks within 14 days of notification will result in another winner being chosen. Sponsor can make no exceptions to this rule.**
9. These Official Rules and the names of the winners will be available online at <http://www.thermofisher.com/winveritipro>. on or after 4/20/2025 for at least 30 days.
10. **GRANT OF RIGHTS.** By submitting a Entry Submission, you grant to Sponsor an unlimited, non-exclusive, royalty free, assignable, worldwide, perpetual, license to use, reproduce, publish, distribute, transmit, exhibit, exploit, and license all parts of your qualified entry materials, including without limitation, the Entry Submission and any portions thereof in any format, by any and all means, uses and media, whether audio, print, audiovisual or otherwise, now or hereafter known for any and all purposes in Sponsor’s discretion. In addition, by participating in this Contest, you hereby consent to Sponsor’s use of your image and likeness in the Entry Submission singularly or in conjunction with other Entry Submissions for any and all advertising, publicity, commercial or other business purposes. You further consent to the reproduction and/or authorization by Sponsor to reproduce and use said Entry Submission for use in all domestic and foreign markets. Further, you understand that others, with or without the consent of Sponsor, may use and/or reproduce such Entry Submission, and you hereby release Sponsor and any of its associated or affiliated companies, their directors, officers, agents, employees and customers, and appointed advertising agencies, their directors, officers, agents and employees from all claims of every kind on account of such use.
11. **RELEASE AND DISCLAIMERS**
- a. **USE OF YOUR INFORMATION.** You agree and consent that any personal and/or private information you provide upon entering the Contest may be used by Thermo Fisher Scientific Inc. and its worldwide affiliates, which may include third party service providers, consistent with the terms and conditions of [Sponsor's Privacy Statement](#) (found on www.thermofisher.com) for advertising, publicity, commercial, market research, product development, Contest administration purposes or other business purposes. **IF YOU DO NOT AGREE, THEN PLEASE DO NOT ENTER THIS CONTEST.**
 - b. **NO LIABILITY. BY PARTICIPATING IN THIS CONTEST ALL ENTRANTS AGREE THAT SPONSOR AND/OR ITS AFFILIATES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND RESULTING FROM THE USE OR PUBLICATION OF ANY INFORMATION OR MATERIALS THAT YOU SUBMIT OR FROM YOUR PARTICIPATION IN THE CONTEST.**
 - c. Sponsor reserves the right in its sole discretion to suspend or terminate the Contest at any time.
 - d. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the winners.
 - e. Thermo Fisher Affiliates shall not be responsible for any reason or event that might result in a prize not reaching a winner or not being suitable for use by entrant and no prize will be replaced.
12. **DISPUTES:**
- a. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operations of the Contest is a violation of criminal and civil laws. In response to an attempt, Sponsor reserves the right to seek damages from such entrant to the fullest extent permitted by law and to disqualify the entrant from the Contest.
 - b. This Contest is subject to U.S. federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants in connection with the Contest shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, USA, without regard for conflicts of law doctrine. All proceedings shall take place in the federal, state or local courts in Suffolk County, Massachusetts.
13. Sales representative with Thermo Fisher Scientific are not a participant or sponsor of this promotion.